

<b>Annual Contract Competitive Proposal Request</b>	<b>CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION</b>	<b>RESPONSES MUST BE RECEIVED BY: 10/10/2016 11:00 AM CST</b>
<b>TITLE: A16-0402 SUPPLEMENTAL BID</b> <b>Janitorial Services for EBR Library - RIVER CENTER BRANCH, 447 3<sup>rd</sup> Street, Baton Rouge, LA</b>		<b>RETURN BID TO:</b> PURCHASING DIVISION  <b>Mailing Address:</b> PO Box 1471 Baton Rouge, LA 70821  <b>Physical Address:</b> 222 St. Louis Street 8 <sup>th</sup> Floor, Room 826 Baton Rouge, LA 70802
<b>FILE NO: 03162-16    ANNUAL CONTRACT No. A16-0402</b>  <b>AD DATES: 9/12/2016 and 09/19/2016</b>  <b>CONTRACT PERIOD: Twelve (12) Months Upon Award</b>		
<b>SHIP TO ADDRESS:</b> <b>EBR Library – River Center Branch</b> <b>447 3<sup>rd</sup> Street, Baton Rouge, LA 70802</b>		<b>Contact Regarding Inquiries:</b> Purchasing Analyst : DEBBIE KIMBALL Telephone Number: <b>225-389-3259 x 314</b> Email: <a href="mailto:dkimball@brgov.com">dkimball@brgov.com</a>
VENDOR NAME		MAILING ADDRESS
REMIT TO ADDRESS		CITY, STATE, ZIP
TELEPHONE NO.	FAX NO.	E-MAIL
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER		TITLE
AUTHORIZED SIGNATURE		PRINTED NAME
<b>QUESTIONS TO BE COMPLETED BY VENDOR:</b>  1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER  2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, of less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.  3. _____ STATE ENUMERATED ADDENDA RECEIVED (if any)		

**F.O.B.: DESTINATION - TERMS: NET 15**

**ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID**

The signature on this document certifies that bidder has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, bidder further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

## INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

**Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.**

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the [www.bidexpress.com](http://www.bidexpress.com) on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.

12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. All bidders should submit with their bid, or have on file with the Purchasing Division, a City - Parish Business Profile Data Form. The Business Profile Data Form is available at the Purchasing Department section of the City of Baton Rouge website, [www.brgov.com](http://www.brgov.com), or by calling the Purchasing Department at 225-389-3259.
19. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
20. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
21. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
22. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?  
  
YES \_\_\_\_ NO \_\_\_\_\_. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
23. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

24. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
25. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
26. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
27. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).
- A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>
28. Bid prices shall included delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
29. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://brgov.com/dept/purchase/bidresults.asp>.
30. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
31. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

## FEDERAL CLAUSES, IF APPLICABLE.

### I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

### II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

### III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

### IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

### V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18

U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

### VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

### VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

### VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

### IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

### X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

### XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

REV 3/21/2016

### **ADDITIONAL REQUIREMENTS FOR THIS BID**

- Payment terms for services will be **Net 15** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
- **Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.
- **Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.
- **Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.
- **Mandatory Pre-Bid Conference and Mandatory Job Site Visit**  
**Failure to attend pre-bid conference and job site visit will cause your bid to be deemed non-responsive.**
- **SDSs MUST BE SUBMITTED WITH BID – FAILURE TO PROVIDE WILL DEEM YOUR BID AS NON-RESPONSIVE:**  
**All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Contractor must submit product labels, safety data sheets (SDS) (formerly material safety data sheets) and EPA registry number to the agency prior to work commencing. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause to the contract being canceled.**

## Mandatory Pre-bid Conference & Mandatory Job Site Visit

### Mandatory Pre-Bid Conference:

**When:** 09/22/16  
**Time:** 9:00 A.M.  
**Location:** 4473<sup>rd</sup> Street, Baton Rouge, LA 70806

### Mandatory Job Site Visits:

The mandatory job site visit will begin immediately following the pre-bid conference. **Only companies represented at the pre-bid conference and job site visit shall be considered for award through this Invitation to Bid. It will be the responsibility of the bidder to ensure that a representative from their company signs the attendance sheet. Failure to sign attendance sheet will cause your bid to be deemed non-responsive.**

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An initial inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. ***Without exception, all questions MUST be in writing*** (even if an answer has already been given to an oral question during the pre-bid conference or job site visit, if either or both is held) and received by the close of business on the Inquiry Deadline date **9/28/16**. Initial inquiries shall not be entertained thereafter.

Inquiries are to be directed as follows:

**Hand Delivered or by Courier**

Debbie Kimball, Purchasing Analyst  
City-Parish Purchasing Department  
222 St. Louis Street, Room 826  
Baton Rouge, LA 70802

**By email:** [dkimball@brgov.com](mailto:dkimball@brgov.com)

**By fax:** (225) 389-4841

**Delivery by United States Postal Services**

Debbie Kimball, Purchasing Analyst  
City-Parish Purchasing Department  
P. O. Box 1471  
Baton Rouge, LA 70821

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from City-Parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final three (3) day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three (3) working days from the date the addendum is issued or posted to the Office of State Purchasing LaPAC website at <http://www.prd.louisiana.gov/osp/lapac/deptbids.asp> or to the City Parish Purchasing on-line bidding site, Bid Express at [www.bidexpress.com](http://www.bidexpress.com). If necessary, another addendum will be issued to address the final questions received. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.



## CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is solely responsible for assuring that its subcontractors meet these insurance requirements. Upon request, the contractor shall furnish within five (5) working days, copies of insurance certificates for subcontractors, and/or copies of all actual policies including contractor's policies.

- A. Commercial General Liability - Occurrence Basis:
- |                            |             |
|----------------------------|-------------|
| General Aggregate          | \$2,000,000 |
| Products-Comp/Op Agg       | \$1,000,000 |
| Personal & Adv Injury      | \$1,000,000 |
| Each Occurrence            | \$1,000,000 |
| Fire Damage (Any one fire) | \$ 50,000   |
| Med Exp                    | \$ 5,000    |
- B. Business Auto - Combined Single Limit: Any Auto, or Owned, Non-Owned & Hired \$ 300,000
- C. Standard Worker's Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.
- D. Coverage afforded the City Parish applies as primary and not excess or contributing to any other insurance carried by the City of Baton Rouge and Parish of East Baton Rouge.
- E. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.
- F. Waiver of subrogation and alternate employer endorsement in favor of City of Baton Rouge and Parish of East Baton Rouge is required from Worker's Compensation Insurer. The City of Baton Rouge and Parish of East Baton Rouge must also be named as additional insured on worker's compensation policies.
- G. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.
- H. The Certificate Holder should be shown as:
- City of Baton Rouge and Parish of East Baton Rouge  
Attn: Purchasing Division  
Post Office Box 1471  
Baton Rouge, Louisiana 70821

All Contractor's insurance certificates must be filed with the City-Parish Purchasing Division for approval by the time of execution of Agreement by Contractor, but in any event not later than fifteen (15) calendar days after receipt of notification of award, and prior to beginning any work under this contract.

REV. 3/13

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE  
PURCHASING DIVISION  
PROPOSAL FORM FOR ANNUAL CONTRACT**

CONTRACT NO. A16-0402

ITEM NO.	DESCRIPTION	QTY	UNIT of Measure	UNIT PRICE	EXTENDED TOTAL
0001	<p>Base Price. Janitorial Services to be performed at the EBR River Center Library Branch, 447 3<sup>rd</sup> Street, Baton Rouge, LA, as specified, during the hours listed below.</p> <p>Total Square Footage of cleaning area is approximately: 8,750 Sq. ft.</p> <p><b><u>DAILY WORKING HOURS</u></b> Starting and Ending Times for <b>Monday through Thursday:</b> 8:00 a.m. to 4:00 p.m.</p> <p><b><u>WEEKEND WORKING HOURS</u></b> Starting and Ending Times for <b>Friday, Saturday and Sunday:</b> Friday: 9:00 a.m. to 5:00 p.m. Saturday: 9:00 a.m. to 11:00 a.m. Sunday: 2:00 p.m. to 4:00 p.m.</p> <p><b>Pricing is for all services and materials as specified herein.</b></p>	8,750 SQ FT	SQ FT	\$ _____ Per SQ FT	\$ _____

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE  
PURCHASING DIVISION**

**GENERAL:**

It is the intent of this Invitation to Bid to establish prices for Janitorial Services for EBR Library River Center Branch located at 447 3<sup>rd</sup> Street, Baton Rouge, LA.

The Contactor shall provide all supervision, labor, insurance, cleaning materials, solvents, waxes, supplies, machinery and equipment (in good condition) to perform the janitorial and related services in accordance with the requirements of this contract. Contractor shall plan, coordinate, schedule, and assure effective performance of all services described herein. Sufficient personnel must be furnished by the Contractor to perform work efficiently and in a reasonable amount of time.

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. Contractor's employees must be easily identifiable at all times by wearing a shirt, hat, apron, vest, etc. with company name on the clothing.

The square footage figures are listed for bidder convenience and no guarantees are made concerning their accuracy. The Contractor is responsible for verifying the size and condition of the facility.

All Contractor personnel are expected to work in a manner which will maintain the security and best interests of the City of Baton Rouge, East Baton Rouge Parish, here after referred to as "Agency". Contractor must advise all employees not to disturb papers, files, desk drawers, and not to utilize City Parish property such as computers, fax machines, telephones, copier machines, etc. within the building.

All services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services, shall be subject to inspection by the Agency to the extent practicable, during the term of the contract. All inspections by the Agency shall be made in such a manner as not to unduly delay the work.

In case an emergency condition exists, (such as flooding of a particular section of the building), the Contractor shall divert his force, or such part thereof as deemed necessary by the Agency Representative from their normal assigned duties to meet the condition. When these employees are no longer needed, they shall be directed by the Contractor to return to their normal duties and the Contractor shall not be penalized for the portion of the normal daily work which otherwise would have been performed but was neglected.

The Contractor is responsible for cleaning and servicing all interior space of the building listed in this bid, with the following exceptions, which will be the responsibility of the Agency personnel to maintain:

- All mechanical rooms, heater rooms, fan rooms, electrical rooms, etc.
- The inside of cabinets, cupboards, drawers, etc.

### **SUPPLIES/EQUIPMENT:**

#### **Furnished by Agency:**

- a. Electrical power at existing outlets for the Contractor to operate such equipment as is necessary in the conduct of his work.
- b. Hot and cold water as necessary.
- c. Space in the building for the storage of an inventory of supplies and equipment, if available, which will be used in the performance of the work under the contract.

#### **Furnished by Contractor:**

The Contractor shall furnish all supplies and materials necessary for the performance of the work of this contract unless otherwise specified herein. If the Contractor does not provide proper supplies, then the Contractor will be deemed to be in default. The Contractor shall provide the following products to be stocked in various dispensers:

- 1) Paper towels for restroom dispensers.
- 2) 2 Ply Toilet tissue or better
- 3) Toilet seat covers
- 4) Liquid hand soap refill for existing soap dispensers
- 5) Air fresheners
- 6) Urinal screens or cakes
- 7) Trashcan liners for all wastebaskets throughout the building (various sizes, as needed).
- 8) Cleaning supplies, disinfectants, chemicals, cleaning rags and towels
- 9) Equipment – vacuum cleaners, mops, brooms, buffers, etc.
- 10) Any other supplies or equipment necessary to maintain the cleanliness and sanitation of the building(s)

Contractor will be responsible for monitoring the supply levels to ensure adequate supplies are readily available.

The Agency reserves the right to require the Contractor to dismiss any employees deemed incompetent, careless, insubordinate or otherwise objectionable or any person whose actions are deemed to be contrary to public interests or inconsistent with the best interest of the Agency. The Contractor agrees that during the term of this contract, he and his employees will conduct themselves in a careful and prudent manner and that he will not permit the facility to be used for purposes other than those specified herein.

The Contractor shall not allow any person less than 18 years of age or any person that is not on the Contractor's payroll into the facility at any time.

The Contractor will be directly responsible for any and all damages to the building or its contents caused by Contractor employees.

The Contractor will be responsible for compliance with all Agency policies, security measures, and vehicle regulations. Any Contractor employee who is found to be in violation of this policy will be subject to immediate dismissal.

Although designated storage areas will be provided for storage of Contractor's equipment (if available in building), materials, and supplies, the Agency shall not be responsible or liable for such equipment, materials, or supplies and the security thereof.

The Contractor will hold and save the Agency, its officers, agents, and employees harmless from liability of any nature or kind including costs and expenses for or any account of lawsuit or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract by the Contractor or its agents.

The Contractor is to contract for goods, services, and employment in his firm's name only, and will not implicate the Agency directly or by inference in these transactions. The Contractor is to be in all respects an independent Contractor and none of his/her employees is to be regarded as employees of the Agency. The contract is not to be assigned or transferred by the Contractor to any subcontractor or franchisee, or any other party during the term of the contract.

The terms and conditions of this contract cannot be changed, altered, or modified in any way without the advance written approval of the Agency. If, because of reasons beyond the control of the Agency (e.g. fire), business operation in all or part of the building is interrupted or stopped, the Agency shall have the right to terminate this contract upon ten (10) days certified written notice without any penalty thereof.

The Contractor shall purchase all licenses necessary for the conduct of these operations and pay all applicable Local, State, and Federal taxes.

**CONTRACT RENEWAL:** At the option of the Agency and acceptance by the Contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. Total contract may not exceed thirty-six (36) months. *This contract will be terminated and rebid when the City Parish moves back into their newly built River Center Branch to be located at 120 St. Louis Street, Baton Rouge, LA. This site is currently being demolished. Written notification will be given to the successful contractor prior to termination of contract.*

**INSURANCE REQUIREMENTS:** Contractor's insurance certificate must be submitted and approved prior to the implementation of the contract and kept current throughout the term of the contract. The City of Baton Rouge and Parish of East Baton Rouge must be listed as an added insured. See Insurance Requirements listed elsewhere in this bid.

**BIDDER'S QUALIFICATIONS/REFERENCES:**

**BIDDER'S QUALIFICATIONS:** Bidder must be an established business having at least three (3) years satisfactory experience in full-service janitorial maintenance. Bidder must have satisfactorily performed in a comparable facility, under a comparable scope of work, for a period of not less than two (2) years. Bidder must have satisfactorily completed one (1) project of approximately two-thirds (2/3) or more of the square footage on which he is bidding.

Each bidder should attach an organizational profile of their company, including but not limited to the following information:

1. The year the company was formed.
2. Total number of years of company janitorial experience.
3. Total number of custodial employees employed with the company.
4. Total number of businesses (not residential) and/or comparable facilities under contract for janitorial services.
5. Total number of custodial employees (full-time and part-time) as well as management personnel bidder intends to utilize for this contract.

Documentation of qualifications should be submitted with bid, or must be submitted within three (3) days of request by the Purchasing Division. Failure to comply with this requirement will eliminate bidder from further award consideration.

**CONTRACTOR REFERENCES:**

The Contractor must submit at least two (2) references from facilities where similar services have been successfully performed within the last five (5) years.

EACH REFERENCE must include the following information:

1. Name and address of facility services provided
2. Name of contact person and phone number at the facility
3. Approximate square footage of the cleaning area
4. Begin and Ending Dates of services performed. If your company is still currently providing services at your referenced location, your End Date for services shall be listed as CURRENT.

Documentation of references should be submitted with bid, or must be submitted within three (3) days of request by the Purchasing Division. Failure to comply with this requirement will eliminate bidder from further award consideration.

**CONTRACTOR'S STAFF:****CONTRACTOR SUPERVISION:**

The Contractor shall arrange for satisfactory supervision of the contract work. It shall not be considered a responsibility of the Agency.

**CONTRACT MANAGER:**

The Contractor shall provide the name, address, telephone number, fax number, and an email address for the Contract Manager. This information must be kept current throughout the contract, with written notice given to the Agency representative.

Functioning telephone, fax, and cell phone numbers and e-mail addresses that can accept voice mail communications or electronic transmissions must be maintained by the Contract Manager. Any change in telephone, cell phone, and fax numbers or e-mail addresses must be available to the Agency within a twenty-four (24) hour period. Failure to report these changes may constitute grounds for placing the Contractor in default.

All calls and pages shall be returned within a two (2) hour period. Failure to return calls and pages within two hours may constitute grounds for placing contractor in default. The Contract Manager is responsible for the management and scheduling of work to be performed under this contract. Any person filling this position must have prior approval.

**ON-SITE SUPERVISOR:**

The Contractor shall provide the name, address, and telephone number of the on-site supervisor in writing to the Agency representative. The term "On-site supervisor" means a person designated by the Contractor who has full authority to act on behalf of the Contractor on a day-to-day basis at the work site. Any person filling this position must have prior approval. Any change in telephone/beeper numbers must be available to the Agency within a twenty-four (24) hour period. Failure to report these changes may constitute grounds for placing the Contractor in default.

Contractor will meet with City Parish representative prior to the contract commencing to discuss contract service requirements.

**QUALIFICATIONS OF PERSONNEL:**

The Contract Manager and supervisory personnel shall possess recent satisfactory experience in the management and supervising of custodial type operations.

The personnel employed by the Contractor shall be capable employees, qualified in custodial work. The building shall be staffed beginning the first day of work under the contract, which is projected to begin on date of contract award. The staff shall be trained, and an experienced cleaning personnel that exhibit the capability of performing contract services with a minimum level of supervision. All personnel will receive close and continuing first-line supervision by the Contractor. Any non-compliance with terms of qualification will be cause for removal from the building.

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers, or cabinets, or use Agency computers, fax machines, telephones, copy machines or search any desks.

**SCHEDULING WORK AND REPORTING:**

The Contractor shall submit to the Agency representative a weekly work report of the jobs performed for comparison with the scheduled requirements. This report can be in the form of a checklist. It will also include all periodic work performed, such as, striping and waxing a specific floor. Contractor's personnel will not engage in conversation with building occupants.

**QUALITY CONTROL PROGRAM:** The Contractor will establish a complete daily quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract or within a time agreed upon between the Agency contact person and Contractor, the Contractor shall submit a copy of his/her program to the Agency contact. The program shall include, but not be limited to the following:

- a. An inspection system covering all the services stated in the schedule. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections.
- b. The checklist shall include every area of the operations serviced by the Contractor, as well as, every task required to be performed.
- c. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable.

**ABSENTEEISM:** The Contractor shall provide relief personnel as necessary to ensure that each assignment is performed daily per contract specifications regardless of employee absenteeism.

**HOLIDAYS:** The Contractor will not be responsible for having any personnel in the facility on these holidays. The Agency shall recognize the following holidays during the contract term, the dates may change nevertheless the holidays remain: New Year's Day, Martin Luther King Day, Mardi Gras Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, and Day after, Christmas Eve and Christmas Day.

**SECURITY CLEARANCE REQUIREMENTS/STANDARDS OF CONDUCT:**

Contractor shall provide evidence of a security clearance program adopted by the company to the Agency.

The agency requires the Contractor to provide to the City a Criminal Background Check issued by the Louisiana State Police, Bureau of Criminal Identification and Information and drug test/screen on all janitorial/custodial employees that will be working at the locations listed in this bid. Drug screens must be from a company that this service is a part of their routine business. These must be submitted before work starts, and the City also reserves the right to request criminal background checks and/or drug testing/screening all at no additional cost to the Agency, for all janitorial/custodial employees during the contract period as deemed needed. The City also reserves the right to request additional drug screens for janitorial staff for reasonable cause. Any janitorial staff that tests positive on any drug screen(s) shall be immediately dismissed. It is at the discretion of the City and/or EMS Agency Representative to determine acceptability of Contractor's employees based on findings derived from criminal background checks.

**KEYS:** Contractor is to be responsible for all keys issued. Keys are not to be left in doors and Contractor is not to admit anyone to offices while work is in progress unless advised by Agency contact. All doors are to be closed, locked, and checked before leaving the building. In the event of key loss, Contractor will reimburse Agency for replacement, or corrective measures, to include re-keying of affected locations.



## **SAFETY DATA SHEETS (SDS) (formerly Material Safety Data Sheets):**

- **MUST BE SUBMITTED WITH BID – FAILURE TO PROVIDE WILL DEEM YOUR BID AS NON-RESPONSIVE:**

**All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Contractor must submit product label, material safety data sheet and EPA registry number to the agency prior to work commencing. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause to the contract being canceled.**

It will be the responsibility of the Contractor, to furnish the Agency with all applicable Material Safety Data Sheets prior to commencing work at designated buildings on any and all chemicals being furnished by him under this contract, as indicated with their bid submittal.

If contractor wants to use a new chemical at any City-Parish building, it will be responsibility of the Contractor to provide the new SDS sheets to both the Purchasing Division and the agency representative on any and all chemicals to be furnished by him under this contract. SDS must be received prior to cleaning with the new chemical.

## **CLEANING – GENERAL INFORMATION:**

Bare floors shall be dust mopped with untreated mops or vacuumed. Bare floors shall be damp mopped with a neutral PH cleaner. Mop water must be clear and odorless. Corners shall be dirt, cobweb, and lint free. Door jams and baseboards free of dirt and mop stain build-up. All debris, paper, lint, dust, and dirt removed.

Clean, sanitize, wet mop and deodorize restrooms, with deodorizing disinfectant cleanser. Floors shall be free of dirt (including corners), stains, paper, cobwebs, water, mop stains and debris. Clean restroom mirrors. Spot wash restroom walls, shower rooms (if applicable), partitions and doors. Baseboards and panel bases are to be clean of dirt build-up and stains. Drains free of debris and hair. Toilets and urinals free of mineral build-up and stains, dust, dirt and spots. Flush valves clean and polished. Toilet seats, top side and bottom side shall be free of spots and stains. Dispensers shall be stocked daily and maintained at adequate level (liquid, foam, soap and paper products). Dispensers shall be clean and dust free.

Empty all waste baskets; insert new can liners and place trash outside in receptacles for pickup. All areas around the outside dumpster area must be clean and free of debris. No boxes should be left on the ground. All items designated for garbage pickup must be properly disposed.

# Cleaning Schedule

River Center Branch  
Kress Building, 447 3<sup>rd</sup> Street, 1<sup>st</sup> Floor  
Baton Rouge, LA  
8,750 square feet

DAILY WORKING HOURS – Starting and Ending Times for Monday through Thursday:

- 8:00 a.m. to 4:00 p.m. Suggested Vendor Staff Needed: 1 FT person

WEEKEND WORKING HOURS – Starting and Ending Times for Friday, Saturday and Sunday:

Friday: 9:00 a.m. to 5:00 p.m. Suggested Vendor Staff Needed: 1 FT person  
Saturday: 9:00 a.m. to 11:00 a.m. Suggested Vendor Staff Needed: 1 person  
Sunday: 2:00 p.m. to 4:00 p.m. Suggested Vendor Staff Needed: 1 person

**A neutral PH deodorizing disinfectant solution must be used for all cleanings and floor maintenance. Untreated mops are to be used, and mop water must be changed after cleaning each restroom and changed repeatedly during other moppings. Weekend cleanings will include emptying all interior trashcans, mopping restroom hard surface floors, cleaning restroom toilets, sinks, sink fixtures, and replenishing restroom supplies.**

## 1. Restrooms:

### Daily Restrooms:

- Empty all trashcans and replace liners with new plastic trashcan liners
- Clean all urinals and toilets, including exposed pipes
- Clean sinks, sink fixtures, and countertops
- Check all dispensers for supplies (paper towels, soap, toilet tissue, deodorizers, diaper decks)
  - Refill dispensers, if needed (do not place paper towels on top of dispensers)
  - Clean all dispensers
- Sweep or vacuum and damp mop all hard floor surfaces, including removal of gum, etc.
- Clean mirrors with glass cleaner
- Clean light switches
- Spot clean interior/exterior stall doors (including handles and locks), walls and partitions
- Spot clean entry doors, door handles, and doorframes
- Report non-removable graffiti and biohazard materials to supervisor immediately

### Weekly Restrooms:

- Polish all sinks and sink fixtures
- Maintain the floor drains by pouring a cleaning agent down the drain. The cleaning agent must be specifically designed for use in drains, and must be safe for humans and the environment. The drains must be kept odor-free.
- Wash all trashcans and/or trashcan fixtures

2. **Staff Lounges/Staff Workrooms:**

Daily Staff Lounges/Staff Workrooms:

- Empty all trashcans and replace liners with new plastic trashcan liners
- Clean all tables, chairs, cabinets, countertops, appliance exteriors, including the tops of refrigerators, sinks and sink fixtures
- Sweep/dust mop or vacuum all hard floor surfaces, including removal of gum, stains, etc.
- Vacuum all mats and rugs, including removal of gum, etc.
- Clean water fountains
- Clean light switches
- Spot clean upholstered surfaces

Weekly Staff Lounges/Staff Workrooms:

- Polish sinks and sink fixtures
- Spot clean doors, door handles, and doorframes
- Spot clean walls
- Damp mop all hard floor surfaces, including removal of gum, stains, etc.
- Vacuum upholstered surfaces

3. **Corridors/ All Public Areas:**

Daily Corridors/Public Areas:

- Empty trashcans and replace liners with new plastic trashcan liners
- Sweep/dust mop or vacuum all hard surface floors, including removal of gum, stains, etc.
- Vacuum all mats and rugs, carpet when/if added, including removing gum, stains, etc.
- Spot clean walls, doors, door handles, and doorframes within these areas
- Spot clean upholstery with upholstery cleaner
- Clean water fountains.

Weekly Corridors/Public Areas:

- Vacuum upholstered chairs/surfaces
- Damp mop all hard surface floors, including removal of gum, stains, etc.
- Polish water fountains.

5. **DUSTING/Wiping:**

**All dusting must be performed with microfiber dusting cloths.**

**NO DUST WANDS ALLOWED.**

Daily Dusting:

- Clean all showcases with glass cleaner
- Wipe all showcase frames
- Wipe all computer carrels using a disinfectant.

Weekly Dusting – Rotating Sections to be dusted Monday – Friday:

- Wipe all tables, chairs, desks and countertops in all divisions
- Wipe all bookshelves and filing cabinets
- Wipe all carousels housing DVDs, paperbacks, etc.
- Wipe all windowsills and ledges
- Wipe all air vents

6. **Offices/Meeting Rooms/Workrooms:**

Daily Offices/Meeting Rooms/Workrooms:

- Empty all trashcans and replace liners with new trashcan liners
- Sweep/dust mop or vacuum all hard surface floors, including removal of gum, etc.
- Vacuum all carpets, rugs and mats, including removal of gum, stains, etc.
- Clean sinks, sink fixtures, countertops, exterior of appliances

Weekly Offices/Meeting Rooms/Workrooms:

- Polish sinks and fixtures.
- Spot clean doors, door handles and doorframes
- Clean light switches
- Damp mop all hard surface floors, including removal of gum, etc.

7. **Daily Storage Rooms/Janitorial Supply Rooms:** - *we have no shipping rooms in this building.*

- Empty all trashcans and replace liners with new trashcan liners
- Sweep/dust mop or vacuum all hard surface floors, including removal of gum, stains, etc.
- Clean and disinfectant sinks
- Place all supplies on shelves in janitorial closet
- Rinse and disinfect mop heads and buckets after daily usage
- Empty vacuum bags
- Keep janitorial closet doors locked during working hours

Weekly Storage Rooms/Janitorial Supply Rooms

- Clean and disinfect sink area
- Spot clean doors, door handles and doorframes
- Clean light switches
- Damp mop all hard surface floors, including removal of gum, stains, etc.

8. **Daily Front Entrance Sidewalks:**

- Sweep the sidewalks in front of the building, including removal of gum, stains, etc.

BIDDER'S ORGANIZATION

**BIDDER IS:**

**AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A CORPORATION**

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.**

## **CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_ a \_\_\_\_\_ corporation organized under the laws of the State of \_\_\_\_\_ and \_\_\_\_\_ domiciled \_\_\_\_\_ in \_\_\_\_\_ was held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_, a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
SECRETARY

## AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and \_\_\_\_\_ (herein after called "Contractor").

**The Contractor shall perform all work required by the Contract Documents for the following services:**

Annual Contract Number and Title \_\_\_\_\_

Contract Period \_\_\_\_\_

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
  - A. Bid Documents complete with terms and conditions
  - B. The Contractor's Proposal with all attachments.
  - C. The Specifications
  - D. The following enumerated addenda:
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

CITY OF BATON ROUGE

AND PARISH OF EAST BATON ROUGE

WITNESS:

**Owner**

\_\_\_\_\_

By \_\_\_\_\_  
Melvin L. "Kip" Holden, Mayor-President

WITNESS:

**Contractor**

\_\_\_\_\_

By \_\_\_\_\_

Rev 3/9/16

\_\_\_\_\_  
(Typed Name and Title)